

1 THE HONORABLE MICHELLE L. PETERSON
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7
8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 JOSEPH DRIES, an individual,

12 Case No. C20-47-MLP

13 Plaintiff,

PRETRIAL ORDER

14 v.

15 SPRINKLR, INC., a Delaware corporation,

16 Defendant.

17 I. JURISDICTION

18 Jurisdiction is vested in this Court pursuant to federal law (42 U.S.C. § 12101 *et seq.*, 42
U.S.C. § 2000e *et seq.*, 31 U.S.C. § 3730(h)) under 28 U.S.C. § 1331, and this Court has
supplemental jurisdiction over Plaintiff's related state law claims under 28 U.S.C. § 1337.

19 II. CLAIMS AND DEFENSES

20 A. The Plaintiff's Claims

21 1. Defendant failed to pay wages to Plaintiff in violation of the Wage Payment Act,
RCW 49.48.010, and the Wage Rebate Act, RCW 49.52.050.

22 2. Defendant terminated Plaintiff's employment for reasons that contravene
Washington public policy.

23 B. Defendant Sprinklr, Inc.'s Defenses

24 1. Plaintiff failed to mitigate his alleged damages and otherwise avoid consequences.
2. A bona fide dispute exists over the wages plaintiff claims to be owed, precluding
Plaintiff from being entitled to exemplary damages under RCW 49.52.050 and .070.

3. If the jury concludes that any protected activity motivated, even in part, any employment decision challenged by Dries, which Sprinklr expressly denies, Sprinklr affirmatively states that the same decision would have been made without consideration of any protected status or activity.

III. ADMITTED FACTS

The following facts are admitted by the parties:

1. Sprinklr, Inc. is a Software as a Service (SaaS) company.
 2. Sprinklr's technology allows enterprise companies to monitor and engage with their customers on social media.
 3. On August 23, 2019, Sprinklr terminated Plaintiff's employment.

IV. PARTIES' CONTENTIONS

A. The Plaintiff contends as follows:

Plaintiff will set forth its contentions in its Trial Brief.

B. The Defendant contends as follows:¹

1. Microsoft is Sprinklr's largest customer.
 2. Sprinklr dedicates a team of people to service Microsoft.
 3. The Microsoft team at Sprinklr is composed of Sales, Success, Solutions, Managed Services, and Alliances.

4. Customer retention is critical to Sprinklr.

5. Sprinklr seeks to maximize that retention by developing and maintaining “champions,” who are key employees at a customer who advocate for Sprinklr.

6. A champion is a person at a client, customer, or target who advocates for the client, customer, or target to use Sprinklr's services/products.

7. A champion is essential to Sprinklr's ability to close a deal.

8. A champion is the most important factor to winning a deal.

¹ Sprinklr will also set forth contentions in its Trial Brief, but includes the following contentions, which Sprinklr believes are not reasonably in dispute.

1 9. Sprinklr hired Plaintiff on September 28, 2018, specifically to manage the sales
 2 component of the Microsoft relationship in part because of his experience working at Microsoft.

3 10. Shortly before Sprinklr hired Plaintiff, Sprinklr signed a two-year contract with
 4 Microsoft.

5 11. That contract was set to expire in the spring of 2020, and Sprinklr hired Plaintiff to
 6 help ensure that the Company won that renewal.

7 12. Plaintiff's initial title was Senior Account Executive, but that changed to Global
 8 Strategic Account Executive ("GSAE") in January 2019.

9 13. He reported to Tony Clayton, then-Director of Sales for the Pacific Northwest.

10 14. Mr. Clayton and Plaintiff were friends before and during Plaintiff's employment
 11 with Sprinklr.

12 15. Mr. Clayton helped Plaintiff during his interviewing process by providing him tips
 13 for interviewing with Sprinklr decision makers.

14 16. Mr. Clayton reported to Joe Eskenazi, Vice President of Sales for the West Region.
 15 Eskenazi reports to Paul Ohls, Senior Vice President of Sales for the Americas.

16 17. On or about March 21, 2019, Sprinklr changed Tony Clayton's role from Director
 17 of Sales to Account Executive.

18 18. After Clayton became an Account Executive, Plaintiff started reporting directly to
 19 Eskenazi.

20 19. After Clayton became an Account Executive, he continued working on the
 21 Microsoft account.

22 20. When Eskenazi began directly managing Plaintiff, he reviewed Plaintiff's account
 23 plan and activities to determine what Plaintiff was doing to achieve his performance goals.

24 21. Part of the way Sprinklr managed Plaintiff's performance was through MBOs or
 25 Managed By Objectives.

26 22. Sixty percent of Plaintiff's variable compensation was tied to MBOs.

27 23. This involved three components, NBMs (new business meetings), Champions, and
 28 Consumption.

1 24. NBMs referred to setting up and attending meetings with people at Microsoft with
2 the goal of developing new business for Sprinklr.

3 25. Champions referred to Plaintiff developing new Sprinklr champions within
4 Microsoft.

5 26. Consumption referred to increasing the usage of Sprinklr products within
6 Microsoft.

7 27. The intent behind hiring Plaintiff and assigning him to Microsoft—where Plaintiff
8 had previously worked—was to generate “new business meetings and get new champions” within
9 the account.

10 28. In early 2019, Microsoft approached Sprinklr about renewing in the spring of 2019,
11 instead of 2020.

12 29. This was a tremendous opportunity for Sprinklr worth tens of millions of dollars.

13 30. Sprinklr’s champion at Microsoft was and is Program Manager Tyler Smith.

14 31. In other words, Smith was the “stakeholder” or “contract owner” for Sprinklr at
15 Microsoft.

16 32. Christina Mara and Dayton Blankenship were assigned to the Success Team on
17 Sprinklr’s Microsoft team.

18 33. They had worked closely with Smith since before Plaintiff joined Sprinklr, knew
19 him well, and had a strong, positive relationship with him.

20 34. Smith began complaining to Mara and Blankenship about Plaintiff as early as
21 December 2018.

22 35. The complaints involved things like: Smith knowing more about Sprinklr’s product
23 than Plaintiff; Plaintiff derailing meetings; Plaintiff failing to expand Sprinklr’s presence within
24 Microsoft separate and apart from Smith; and Plaintiff falsely stating in a Sprinklr meeting that
25 Mr. Smith saw no value in Sprinklr.

26 36. Clayton corroborates Mara and Blankenship regarding complaints received from
27 Smith about Plaintiff.

1 37. Beginning around March/April 2019, Smith began suggesting to Mara and
 2 Blankenship that he wanted Plaintiff off of the Microsoft account.

3 38. Clayton observed Plaintiff's performance throughout most of 2019.

4 39. Mara and Blankenship informed their boss, Matt Jolley Director Customer Success,
 5 about Microsoft's complaints as well as their own complaints about Plaintiff.

6 40. Every quarter, Sprinklr conducts a Quarterly Business Review (QBR) during which
 7 employees give a presentation to the entire region about the previous quarter's results and the plan
 8 for the upcoming quarter.

9 41. Plaintiff presented at a May 7, 2019 QBR in Seattle.

10 42. When Eskenazi questioned Plaintiff, Plaintiff responded defensively and in an
 11 unprofessional and disrespectful way.

12 43. On May 8, 2019, Jolley informed Ohls about complaints about Plaintiff from
 13 Plaintiff's colleagues at Sprinkler and complaints from Microsoft.

14 44. Ohls informed Simone Ruello (née Neilson) in HR and Lazzaron, Chief Revenue
 15 Officer about those complaints.

16 45. After Ohls had informed Ruello and Lazzaron of the complaints about Plaintiff,
 17 Smith told Clayton he did not want to work with Plaintiff.

18 46. As of May 14, 2019, Plaintiff had only one account, Microsoft, and he had yet to
 19 complete an account plan for Microsoft.

20 47. Eskenazi and Clayton believed that if Plaintiff continued to lead the Microsoft
 21 renewal effort, the deal was in jeopardy.

22 48. Sprinklr demoted Plaintiff from leading the Microsoft renewal on May 21, 2019.

23 49. Sprinklr put Clayton in charge of leading the Microsoft renewal.

24 50. The next day, May 22, 2019, Plaintiff contacted HR for the first time to discuss
 25 concerns about Eskenazi.

26 51. Despite the May 21 demotion, Eskenazi believed that Plaintiff continued to be a
 27 problem on the account.

28 52. Eskenazi continued to receive internal complaints about Plaintiff.

1 53. On May 31, 2019, Smith followed up with Eskenazi by email asking Eskenazi if he
 2 had “a chance to sync internally on making some changes.”

3 54. After that email, Smith and Eskenazi spoke and Smith made clear he wanted
 4 Plaintiff off the Microsoft account.

5 55. Because of the negative internal and client feedback about Plaintiff, Eskenazi
 6 removed Plaintiff from the Microsoft account on June 10 or 11, 2019.

7 56. On June 11, 2019, Plaintiff sent HR a written complaint about Eskenazi.

8 57. Plaintiff was concerned about losing his job at this point.

9 58. Plaintiff was considering suing Sprinklr as early as May 2019.

10 59. In May and June 2019, Plaintiff texted frequently with his friend and former
 11 colleague at Sprinklr Ryan Voss.

12 60. Plaintiff was Voss’s “confidant.”

13 61. Between May 24 and June 2, 2019, Plaintiff texted Voss, “I got joe by the balls and
 14 I’m going to find it if Tony is 💋 them shits on the side. I’m going fucking savage on them. Ask
 15 me what I spend my time on now – it’s fucking your ass up joe e.”

16 62. Plaintiff was referring to Joe Eskenazi and Tony Clayton in these texts.

17 63. Plaintiff first contacted a lawyer about suing Sprinklr on or about May 29, 2019.

18 64. On June 27, 2019, Plaintiff stated to Voss in a text message, “Dood, tal[k] with HR
 19 – he can’t fire you if you have a complaint.”

20 65. Plaintiff was referring to Joe Eskenazi in this text.

21 66. Voss and Plaintiff expressed their dislike for Eskenazi by text, referring to him
 22 using profanity.

23 67. Sprinklr closed the early renewal contract with Microsoft on July 27, 2019.

24 68. This was the largest deal in Sprinklr history to date.

25 69. Plaintiff was not on the Microsoft account at the time the renewal closed, nor had
 26 he been for almost two months.

70. Under Sprinklr's Variable Compensation Plan ("VCP") and the incorporated Terms and Conditions Applicable to Sales, Success, and Services Incentive Plan only sales professionals on an account at the time of close are not eligible for commission associated with that account.

71. After Sprinklr removed Plaintiff from the Microsoft account in early June 2019, Eskenazi believed Plaintiff should be terminated.

72. Sprinklr did not terminate Plaintiff at the time he was removed from the Microsoft account.

73. Instead, Sprinklr tasked Plaintiff with focusing on other accounts assigned to him after he was removed from the Microsoft account.

74. Management did not believe that Plaintiff made sufficient progress towards objectives set for him on these other accounts.

75. On August 20, 2019, Plaintiff requested a commission of \$174,611.80 from Sprinklr's On Target Earnings team.

76. Plaintiff did not notify Joe Eskenazi, Paul Ohls, or Luca Lazzaron that he made this request.

77. Eskenazi recommended Plaintiff's termination in August 2019 and Ohls approved.

V. ISSUES OF LAW

PLAINTIFF:

Dries identifies the following issues of law to be resolved at trial:

1. Whether Sprinklr's failure to pay all incentive-based compensation to Dries at the termination of his employment violated the Wage Payment Act, 49.48.010.

2. Whether Sprinklr's failure to pay all incentive-based compensation to Dries at the termination of his employment supports an award of Dries' attorney's fees and costs under RCW 49.48.030.

3. Whether Sprinklr's failure to pay all incentive-based compensation due to Dries constituted an unlawful rebate of wages under RCW 49.52.050.

4. Whether Dries is entitled to exemplary damages and an award of attorney's fees and costs for Sprinklr's violation of the Wage Rebate Act, RCW 49.52.050.

1 5. Whether Sprinklr's termination of Dries' employment because he complained
2 about the failure to pay his incentive-based compensation violates Washington public policy.

3 **DEFENDANT:**

4 Sprinklr identifies the following issues of law to be resolved at trial:

5 1. Regarding Plaintiff's claim for wrongful termination in violation of public policy,
6 whether Plaintiff was exercising a legal right or privilege on August 20, 2019, when he requested
7 to be paid a commission on the Microsoft deal.

8 2. Regarding Plaintiff's claim for wrongful termination in violation of public policy,
9 whether Plaintiff can prove that the sole reason motivating Sprinklr to terminate his employment
10 was Plaintiff's request on August 20, 2019, to be paid a commission on the Microsoft deal, as
11 opposed to other factors like Plaintiff's performance on the Microsoft and other accounts.

12 3. Regarding Plaintiff's claim for wrongful termination in violation of public policy,
13 whether the same decision affirmative defense applies, and if so, whether Sprinklr can prove by
14 clear and convincing evidence that it would have terminated Plaintiff's employment regardless of
15 whether he had requested a commission on August 20, 2019.

16 4. Under RCW 49.48.010, whether Plaintiff can prove that Sprinklr failed to pay him
17 a commission on the Microsoft deal that was due and owing to Plaintiff at the time of Plaintiff's
18 termination from employment.

19 5. Under RCW 49.52.050, whether Plaintiff can prove that Sprinklr willfully and with
20 intent to deprive him of wages did in fact deprive Plaintiff of wages that Sprinklr was obligated to
21 pay.

22 6. Whether a bona fide dispute exists over the wages Plaintiff claims to be owed,
23 precluding Plaintiff from recovering exemplary damages under RCW 49.52.050 and .070.²

24 7. Whether Plaintiff can prove that he satisfied his duty to use reasonable efforts to
25 mitigate damages or avoid consequences relating to his termination.

28 2 This issue will be removed if the Court grants Sprinklr's motion to strike exemplary damages. See Dkt. 92.

8. Whether Sprinklr can prove that there were openings in comparable positions available for Plaintiff and Plaintiff failed to use reasonable care and diligence in seeking those openings.

9. Whether Sprinklr can prove the amount by which Plaintiff's damages would have been reduced if Plaintiff had used reasonable care and diligence in seeking those openings.

VI. EXPERT WITNESSES

A. On behalf of Plaintiff:

NAME & ADDRESS	WILL TESTIFY OR MAY TESTIFY	AREA OF TESTIMONY
Eric Knowles 120 W. Dayton Street, Suite B9 Edmonds, WA 98020 Phone: (206) 860-9477	Will testify	Plaintiff's alleged economic loss

B. On behalf of Defendant:

NAME & ADDRESS	WILL TESTIFY OR MAY TESTIFY	AREA OF TESTIMONY
Shelley Lewis Owings Lewis LLC 1201 Pacific Ave #600 Tacoma, WA 98402 Phone: (253) 203-3298	Will testify	Reasonableness of plaintiff's mitigation efforts, available comparable job openings.
Peter Nickerson 520 Pike St., Suite 1200 Seattle, WA 98101 Phone: 206-332-0270	Will testify	Plaintiff's alleged economic loss

VII. OTHER WITNESSES

The names and addresses of witnesses, other than experts, to be used by each party at the time of trial and the general nature of testimony of each are:

1 **A. On behalf of Plaintiff:**

2 NAME AND ADDRESS	3 WILL OR MAY TESTIFY	4 AREA OF TESTIMONY
5 Joseph Dries c/o Corr Downs PLLC 100 Harrison Street, Suite N440 Seattle, WA 98119	6 Will Testify	7 Dries is generally knowledgeable about the topics raised in the Complaint.
8 Joe Eskenazi c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	9 Will Testify	10 Mr. Eskenazi is anticipated to testify regarding Dries' compensation, the work he performed, the non-payment of his commissions, the termination of his employment, and all related issues.
11 Paul Ohls c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	12 Will Testify	13 Mr. Ohls is anticipated to testify regarding Dries' compensation, the work he performed, the non-payment of his commissions, the termination of his employment, and all related issues.
14 Josh Martin c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	15 May Testify	16 Mr. Martin is anticipated to testify regarding Dries' compensation, the work he performed, the non-payment of his commissions, the termination of his employment, and all related issues.
17 Tony Clayton c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	18 Will Testify	19 Mr. Clayton is anticipated to testify regarding Dries' compensation, the work he performed, the non-payment of his commissions, the termination of his employment, and all related issues.
20 Luca Lazzaron c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	21 Will Testify	22 Mr. Lazzaron is anticipated to testify regarding Dries' compensation, the work he performed, the non-payment of his commissions, the termination of his employment, and all related issues.
23 Ragy Thomas c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	24 Will Testify	25 Mr. Thomas is anticipated to testify regarding the current and future value of Dries' stock options.
26 Tyler Smith c/o Jim Howard and Jordan Harris Davis Wright Tremaine	27 Will Testify	28 Mr. Smith is familiar with Sprinklr's interactions and contacts with Microsoft and Dries' work on behalf of Sprinklr.
29 Dan Haley c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	30 May Testify	31 Mr. Haley is anticipated to testify regarding Sprinklr's failure to preserve relevant information.

NAME AND ADDRESS	WILL OR MAY TESTIFY	AREA OF TESTIMONY
Sarah Gist or MSFT Records Custodian c/o Jim Howard and Jordan Harris Davis Wright Tremaine	Will Testify	Sarah Gist or a MSFT Records Custodian will be called to authenticate the business records produced by MSFT in response to Dries' discovery subpoena.
Simone Ruello c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Will Testify by Deposition	Ms. Ruello is anticipated to testify regarding Dries' compensation, the work he performed, the non-payment of his commissions, the termination of his employment, and all related issues, including the destruction of her notes.
Diane Adams c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	May Testify	Ms. Adams is anticipated to testify regarding Dries' compensation, the work he performed, the non-payment of his commissions, the termination of his employment, and all related issues.
Stephanie Dewhurst c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Will Testify	Ms. Dewhurst is anticipated to testify regarding the work performed by Dries on the advertising upsell of the Microsoft deal, and all related issues.
Dean Snook c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Will Testify	Mr. Snook is anticipated to testify regarding the work performed by Dries on the advertising upsell of the Microsoft deal, and all related issues.
Jay Vigeland c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Will Testify	Mr. Vigeland is anticipated to testify regarding the work performed by Dries on the Microsoft deal, and all related issues.
Matthew Anderson c/o Jim Howard and Jordan Harris Davis Wright Tremaine	May Testify	Mr. Anderson is familiar with Sprinklr's interactions and contacts with Microsoft and Dries' work on behalf of Sprinklr.
John Jendrezak c/o Jim Howard and Jordan Harris Davis Wright Tremaine	May Testify	Mr. Jendrezak is familiar with Sprinklr's interactions and contacts with Microsoft and Dries' work on behalf of Sprinklr.
A.J. Kreshock Contact Information TBD	May Testify	Mr. Kreshock may testify regarding Sprinklr's arbitrary practices for the payment of sales commissions.

NAME AND ADDRESS	WILL OR MAY TESTIFY	AREA OF TESTIMONY
Brian Cheek Contact Information TBD	May Testify	Mr. Cheek may testify regarding Sprinklr's arbitrary practices for the payment of sales commissions.
Frank Lobisser Contact Information TBD	May Testify	Mr. Lobisser may testify regarding Sprinklr's arbitrary practices for the payment of sales commissions.
Ryan Voss Contact Information TBD	May Testify	Mr. Voss may testify regarding Sprinklr's arbitrary practices for the payment of sales commissions.
Matthew Grieg Contact Information TBD	May Testify	Mr. Grieg may testify regarding the work performed by Dries on the Microsoft deal.
Jacob Horn Contact Information TBD	May Testify	Mr. Horn may testify regarding the work performed by Dries on the Microsoft deal.
Wonder Russell Contact Information TBD	May Testify	Ms. Russell may testify regarding the work performed by Dries on the Microsoft deal.
Lance Trueb Contact Information TBD	May Testify	This witness is familiar with Sprinklr's interactions and contacts with Microsoft and Dries's work on behalf of Sprinklr.
Kat Munsell Contact Information TBD	May Testify	This witness is familiar with Sprinklr's interactions and contacts with Microsoft and Dries's work on behalf of Sprinklr.
Kristina Rothe Contact Information TBD	May Testify	This witness is familiar with Sprinklr's interactions and contacts with Microsoft and Dries's work on behalf of Sprinklr.

20 **B. On behalf of Defendant:**

NAME & ADDRESS	WILL TESTIFY OR MAY TESTIFY	AREA OF TESTIMONY
Diane Adams c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Possible witness only	Plaintiff's communications regarding Joe Eskenazi, Defendant's relevant policies and practices.

NAME & ADDRESS	WILL TESTIFY OR MAY TESTIFY	AREA OF TESTIMONY
Dayton Blankenship c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Possible witness only	Plaintiff's performance.
Brian Cheek 8614 NE 179 th Place Vancouver, WA 98682	Possible witness only	Eskenazi's treatment of Plaintiff and others at quarterly business review meetings.
Anthony Clayton c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Will testify	Plaintiff's recruitment to and performance at Defendant, the Microsoft relationship and contract(s), Eskenazi's treatment of Plaintiff.
Joseph Dries, Plaintiff c/o Plaintiff's counsel	Will testify. ³	Plaintiff's allegations
Taylor Duhe c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Possible witness only	Plaintiff's wages/commissions.
Joseph Eskenazi c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Will testify	Plaintiff's performance, communications within Sprinklr and with Microsoft about Plaintiff's performance, Plaintiff's wage claims, Plaintiff's termination.
Matthew Jolley c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Possible witness only	Plaintiff's performance.

³ Plaintiff will testify live and Defendant reserves the right under FRCP 32(a)(3) to use any portion of Plaintiff's deposition testimony at trial.

NAME & ADDRESS	WILL TESTIFY OR MAY TESTIFY	AREA OF TESTIMONY
Luca Lazzaron c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Will testify	Defendant's policies and practices regarding compensation of sales professionals, Plaintiff's hiring and performance, Defendant's renewal contract with Microsoft.
Christina Mara c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Possible witness only	Plaintiff's performance.
Josh Martin c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Possible witness only	Plaintiff's performance.
Bridget Murray c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Possible witness only	Aspects of Defendant's compensation practices, Plaintiff's wages.
Paul Ohls c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Will testify	The relationship and negotiations between Defendant and Microsoft, Plaintiff's performance and termination.
Simone Ruello (née Neilson) c/o Jackson Lewis P.C. 520 Pike Street, Suite 2300 Seattle, WA 98101	Possible witness only	Plaintiff's wages and termination.
Tyler Smith c/o Microsoft Corporation	Possible witness only	Plaintiff's performance on the Microsoft account, including communications with Sprinklr about Plaintiff.

NAME & ADDRESS	WILL TESTIFY OR MAY TESTIFY	AREA OF TESTIMONY
Ryan Voss 1137 Northwest 56th Street, Unit B Seattle, WA 98107	Will testify	Admissions by Plaintiff, Eskenazi's treatment of Plaintiff, himself, and other sales professionals at the May 7, 2019 quarterly business review.

VIII. EXHIBITS

A. Admissibility Stipulated

1. Plaintiff's Exhibits

#	Label	Date	Description	Def. Objection
4.	DRIES_CONFIDENTIA L_000494	2018	Dries 2018 Form 1040	None
5.	DRIES_CONFIDENTIA L_000019-22	2018.08.17	Clayton/Dries Email Exchange	None
6.	DRIES_CONFIDENTIA L_000058-60	2018.08.23	Adams Offer Letter to Dries	None
7.	SP-ESI000001062	2018.09.07	Duhe Email Chain	None
9.	SP-ESI000000495-497	2018.11.02	Dries Email Thread	None
10.	SP-ESI000001042-1044	2018.11.07	Clayton Email Thread	None
11.	SP-ESI000001028-1030	2018.11.07	Eskenazi Email Thread	None
14.	DRIES_CONFIDENTIA L_000057	2019.01.01	Adams Letter to Dries	None
16.	SP-ESI000001496	2019.01.18	Duhe Email Thread	None
17.	DRIES_CONFIDENTIA L_000065-67	2019.01.22	Hoskison, et al., Email Exchange	None
19.	SP-ESI000001715-1717	2019.02.08	Duhe Email Thread	None

1	20.	SP-ESI000000539	2019.02.12	Clayton Email Thread	None
2	22.	SP-ESI00000730-733	2019.02.28	Clayton Email Thread	None
3	27.	SP-ESI00000704-706	2019.03.05	Eskenazi Email Thread (2)	None
4	28.	SP-ESI00000535-536	2019.03.06	Dries Email Thread	None
5	29.	DRIES_CONFIDENTIAL_000001-3	2019.03.07	Plan Document	None
6	37.	SP-ESI000000786-791	2019.03.25	Dries Email Thread	None
7	38.	SP-ESI000000537-538	2019.03.26	Dries Email Thread	None
8	39.	SP-ESI000000834-836	2019.03.26	Dries Email Thread (2)	None
9	43.	SP-ESI000000938-944	2019.03.31	Eskenazi Email Thread	None
10	46.	MSFT_000000615-624	2019.04.04	Dries Email Thread	None
11	48.	SP-ESI000000971-972	2019.04.06	Eskenazi Email Thread	None
12	50.	SP-ESI000000937	2019.04.08	Dries Email	None
13	62.	SP-ESI000000887-888	2019.04.23	Dries Email Thread	None
14	69.	MSFT_000000110-111	2019.04.26	Clayton Email	None
15	76.	MSFT_000005490-5491	2019.05.03	Clayton Email Thread	None
16	78.	MSFT_000005362-5363	2019.05.06	Clayton Email Thread	None
17	93.	SP-ESI000000882	2019.05.14	Dries Email	None

1	96.	SP-ESI000000883	2019.05.15	Prem Email Thread	None
2	98.	SP-ESI000000798-799	2019.05.16	Clayton Email	None
3	100.	SP-ESI000000919-921	2019.05.16	Eskenazi Email Thread	None
4	108.	DRIES_CONFIDENTIA L_000031-33	2019.05.22	Dries/Neilson Email Exchange	None
5	117.	SP000140-141	2019.05.30	Dries Email Thread	None
6	118.	MSFT_000003194-3195	2019.05.30	Dries Email Thread	None
7	123.	DRIES_CONFIDENTIA L_000276	2019.05.31	MSFT Team Slack	None
8	125.	DRIES_CONFIDENTIA L_000037-38	2019.05.31	Dries/Clayton Email Exchange	None
9	128.	DRIES_CONFIDENTIA L_000223-226	2019.06	SFDC Records	None
10	129.	SP-ESI000002444-2447	2019.06.03	Neilson Email Thread	None
11	131.	SP-ESI000001180-1181	2019.06.04	Dunkel Email	None
12	136.	DRIES_CONFIDENTIA L_000275	2019.06.05	MSFT Team Slack	None
13	138.	SP-ESI000001432-1435	2019.06.07	Eskenazi Email Thread	None
14	139.	SP-ESI000007730	2019.06.07	Neilson Email Thread	None
15	142.	DRIES_CONFIDENTIA L_000034-35	2019.06.11	Dries/Neilson/Eskenazi Email Exchange	None
16	143.	DRIES_CONFIDENTIA L_000036	2019.06.11	Dries/Neilson Email Exchange	None
17	144.	SP000001-66	2019.06.11	Dries Email with Attachment	None
18	146.	SP000315	2019.06.11	Eskenazi Email	None

1	148.	SP000316-317	2019.06.12	Dries Email Thread	None
2	151.	SP-ESI000002010-2011	2019.06.12	Neilson Email Thread	None
3	152.	SP-ESI000002076	2019.06.13	Dries Email Thread	None
4	156.	SP-ESI000002142-2143	2019.06.17	Dries Email Thread	None
5	159.	DRIES_CONFIDENTIAL_000030	2019.06.24	Dries/Neilson Email Exchange	None
6	160.	SP-ESI000002373-2374	2019.06.25	Dries Email Thread	None
7	162.	SP-ESI000001944-1945	2019.06.26	Neilson Email Thread	None
8	163.	SP-ESI000001944-1945	2019.06.26	Neilson Email thread	None
9	164.	SP000373	2019.06.27	Eskenazi Email	None
10	170.	SP-ESI000001941-1943	2019.07.10	Eskenazi Email	None
11	174.	SP-ESI000000128	2019.07.18	Clayton Email	None
12	175.	SP-ESI000000425	2019.07.16	Clayton Email	None
13	176.	SP-ESI000003411-3412	2019.07.22	Dries Email Thread	None
14	179.	SP-ESI000000408	2019.07.22	Eskenazi Email Thread	None
15	184.	SP-ESI000000463	2019.07.25	Eskenazi Email Thread	None (dupe?)
16	185.	SP-ESI000001899-1921	2019.07.26	Martorella Email with Attachment	Redact numbers, stipulated fact?
17	191.	SP-ESI000000160-163	2019.07.29	Martin Email Thread	None

1	194.	SP-ESI000003953-3954	2019.08.05	Dries Email Thread	None (dupe?)
2	195.	SP-ESI000003830	2019.08.05	Dries Email	None
3	207.	SP-ESI000003384	2019.08.20	Dries Email	None
4	209.	SP000208-210	2019.08.20	OTE Email Thread	None
5	210.	SP-ESI000001937-1940	2019.08.20	Ruello Email	None
6	216.	SP000383-385	2019.08.23	Duhe Email Thread	None
7	217.	SP-ESI000001633-1636	2019.08.23	Williams Email Thread	None
8	218	Expert Report of Eric Knowles	2020.09.23		None
9	219	Plaintiff's First Set of Interrogatories and Requests for Production to Defendant Sprinklr, Inc. with Objections, Answers, and Responses Thereto	2020.05.20		None
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2. Defendant's Exhibits

Defendant intends to offer the following exhibits at trial, but reserves the right to amend this list before the Pretrial Order must be filed on February 1, 2021, or after that date depending on the Court's rulings on motions in limine or other motions.

EX.	DESCRIPTION	BATES NUMBER	PAGES	OBJECTION
305	Letter to Plaintiff dated 9/12/2018 re employment offer	SP 69-71	3	None
306	Sprinklr Global Code of Conduct	SP 406-492	87	None

1	307	Sprinklr Terms & Conditions Applicable to Sales, Success, Services Incentive Plan	SP 113-139	27	None
2	311	Email string between Tony Clayton, Luca Lazzaron, Paul Ohls, Joe Eskenazi, & Plaintiff dated 2/12/2019 re MSFT EA	SP-ESI 709-712	2	None
3	312	Email string between Tony Clayton, Paul Ohls, Luca Lazzaron and Shoaib Zahoori dated 3/18/2019 re MSFT EA	SP-ESI 4182-4184	3	None
4	313	Email string between Tony Clayton, Plaintiff, Joe Eskenazi, Paul Ohls, and Shoaib Zahoori dated 2/12/2019 – 4/3/2019 re MSFT EA	SP-ESI 961-966	8	None
5	314	Email string between Plaintiff, Tyler Smith, and others dated 4/1/2019 re Customer Reach	SP-ESI 3970-3974	5	None
6	315	Email from Tyler Smith to Plaintiff, Christina Mara, Dayton Blankenship, and Tony Clayton dated 4/3/2019 re Next Steps	SP 512	1	None
7	316	Email string between Simone Williams and Plaintiff dated 4/17/2019 re Your Note – Commission Processing	SP-ESI 4633-4635	3	None
8	317	Email from Tony Clayton to Tyler Smith, Matthew Anderson, Plaintiff, Joe Eskenazi, and Paul Ohls dated 4/25/2019 re Sprinklr Microsoft Contract Extension Meeting Follow Up	SP-ESI 4640- 4640A	2	None

1	318	Email string between Plaintiff, Joe Eskenazi, Tony Clayton, and Paul Ohls dated 4/26/2019 re Microsoft Meeting Notes 4/24 (Paul's Notes – Invitation to edit)	SP-ESI 4195-4196	2	None
2	319	Email string between Plaintiff, Doug Balut, and Joe Eskenazi dated 4/30/2019 re Microsoft Follow Up	SP 361-368	8	None
3	320	Email from Simone Neilson Ruello to Paul Ohls and Luca Lazzaron dated 5/8/2019 re Joe Dries – documentation	SP-ESI 2151	1	None
4	321	Email from Paul Ohls to Simone Neilson Ruello and Luca Lazzaron dated 5/14/2019 re Plaintiff's account plan completeness score	SP-ESI 1631-1632	2	None
5	322	Email string between Plaintiff and Tyler Smith dated 5/6/2019 re My Apologies . . .	SP-ESI 2677	1	None
6	323	Email string between Joe Eskenazi and Taylor Duhe dated 5/13/2019, re Plaintiff's MBO attainment	SP-ESI 902-903	2	None
7	324	Email string between Joe Eskenazi and Tyler Smith dated 5/14/2019 to 6/10/2019 re connecting	SP-ESI 1419-1423	5	None
8	325	Email from Taylor Duhe to Joe Eskenazi dated 5/13/2019 re MBO (with attachment)	SP-ESI 1609-1610C	5	None
9	326	Email string between Joe Eskenazi and Plaintiff dated 5/21/2019 re demotion on MSFT account	SP 327-328	3	None

1	327	Email string between Plaintiff and Simone Neilson Ruello dated 5/22 – 6/3/2019 re meeting	SP 228-230	3	None
2	328	Email string between Plaintiff and Tyler Smith dated May 29-30, 2019 re Training SOWs (with attachments)	MSFT 9082-9086, SP-ESI 3323-3324,	7	None
3	329	Slack messages between Plaintiff and Dean Snook dated 6/17/2019 re Microsoft	DRIES 242	1	None
4	330	Email from Plaintiff to himself dated 7/27/2019 re Microsoft Expansion Deal, and a Record-Breaking Transaction	SP-ESI 3547-3550	4	None
5	331	Email from Plaintiff to Simone Neilson Ruello dated 8/20/2019 re Our Conversation Today	SP-ESI 2573-2574	2	None
6	332	Email string between Plaintiff, Simone Neilson, and OTE dated 8/20/2019 regarding Plaintiff's request for commission	SP-ESI 3417-3420	4	None
7	333	Plaintiff's Goals Summary dated 5/1/2019– 7/31/2019	SP 211-214	4	None
8	334	Plaintiff's separation paperwork dated 8/23/2019	SP 386-395	10	None
9	335	Email string between Plaintiff and Tony Clayton dated 4/26/2018 regarding Luca Lazzaron	DRIES 427-48	2	None
10	336	Plaintiff's W2 forms		12	
11	337	Report of Shelley Lewis		5	None
12	338	Defendant's First and Second Discovery Requests, and Plaintiff's Responses		83	

1	339	Plaintiff's Job Search Records	DRIES 472-487, DRIES 523-654	148	None
2	340	Report of Peter Nickerson		3	None

4 **B. Authenticity Stipulated, Admissibility Disputed**

5 **1. Plaintiff's Exhibits**

#	Label	Date	Description	Def. Objection
1.	DRIES_CONFIDENTIAL_000099-100	2015	Dries 2015 Form 1040	FRE 401-403
2.	DRIES_CONFIDENTIAL_000199-200	2016	Dries 2016 Form 1040	FRE 401-403
3.	DRIES_CONFIDENTIAL_000516-517	2017	Dries 2017 Form 1040	FRE 401-403
8.	SP-ESI000000468	2018.11	November 2018 Newsletter	FRE 401-03
12.	DRIES_CONFIDENTIAL_000081-85	2019.09	September 2018 Newsletter	FRE 401-403
13.	DRIES_CONFIDENTIAL_000042-44	2019.01.18	Plan Document	FRE 401-403
15.	SP-ESI000001495	2019.01.06	Eskenazi Email Thread	FRE 401-03
18.	DRIES_CONFIDENTIAL_000092-94	2019.02	February 2019 Newsletter	FRE 401-03
21.	SP-ESI000000567-569	2019.02.22	Eskenazi Email Thread	FRE 401-403
23.	DRIES_CONFIDENTIAL_000095-98	2019.03	March 2019 Newsletter	FRE 401-403
24.	SP000101-103	2019.03.02	2018 Performance Summary	FRE 401-403
25.	SP-ESI000000766	2019.03.04	Dries Email	403 (cumulative of 27)
26.	SP-ESI000000688-690	2019.03.05	Eskenazi Email Thread	403 (cumulative

				(of 27)
31.	SP000493-494	2019.03.07	Mara Email Thread	FRE 401-403
33.	SP-ESI000000726	2019.03.18	Clayton Email	FRE 401-403
34.	DRIES_000775-777	2019.03.20	Dries/Clayton Text Messages	FRE 401-403, 106
40.	SP-ESI000000533-534	2019.03.26	Dries Email Thread (3)	FRE 401-403
44.	SP-ESI000000929-932	2019.04	April 2019 Internal Microsoft Team Newsletter	FRE 401-403
45.	MSFT_000012200-12201	2019.04.03	Smith Email	FRE 401-403
51.	SP-ESI000000827-829	2019.04.09	Eskenazi Email Thread	FRE 401-403
52.	SP-ESI000000126-127	2019.04.09	Mara Email Thread	FRE 401-403
56.	SP-ESI000000843-844	2019.04.10	Dries Email	FRE 401-403
63.	SP-ESI000001712	2019.04.23	Dries Email Thread	FRE 401-403
71.	DRIES_CONFIDENTIAL_000089-91	2019.05	May 2019 Newsletter	FRE 401-403
73.	SP-ESI000000830-833	2019.05.02	Gray Email Thread	FRE 106
75.	MSFT_000005509	2019.05.03	Dries Email	FRE 401-403
85.	SP-ESI000000814-826	2019.05.09	Dries Email Thread	FRE 401-403
86.	MSFT_000004487-4490	2019.05.13	Dries Email Thread	FRE 401-403
87.	MSFT_000004491-4492	2019.05.13	Dries Email Thread (2)	FRE 401-403
88.	MSFT_000004493-4496	2019.05.13	Dries Email Thread	FRE 401-

1			(3)	403
2	90.	SP-ESI000001591-1593	2019.05.13	Balut Email Thread
3	94.	SP-ESI000000911	2019.05.14	Smith Email
4	102.	SP-ESI000001607	2019.05.20	Dries Email
5	107.	SP-ESI000001450	2019.05.22	Dries Email
6	110.	MSFT_000004042-4052	2019.05.24	Dries Email Thread
7	116.	DRIES_000789-792	2019.05.30	Dries/Clayton Text Exchange
8	126.	MSFT_000003087-3090	2019.05.31	Satterwaite Email Thread
9	127.	DRIES_CONFIDENTIAL_000086-88	2019.06	June 2019 Newsletter
10	135.	DRIES_CONFIDENTIAL_000248	2019.06.05	Dries Invitation Screenshot
11	137.	SP-ESI000001445	2019.06.06	Stern Email
12	141.	SP-ESI000001413-1414	2019.06.10	Fu Email Thread
13	173.	SP-ESI00000376-377	2019.07.15	Eskenazi Email Thread
14	178.	SP-ESI000000409	2019.07.22	Eskenazi Email Thread
15	181.	SP-ESI000001408-1412	2019.07.23	Eskenazi Email Thread
16	186.	SP-ESI000000384	2019.07.27	Eskenazi Email Thread
17	187.	SP-ESI000000385-386	2019.07.27	Lazzaron Email Thread
18	188.	SP-ESI0000000156-159	2019.07.27	Ohls Email
19				FRE 401-403
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1	189.	SP-ESI000000245-248	2019.07.29	Eskenazi Email Thread	FRE 401-403
2	190.	SP-ESI000000327-329	2019.07.29	Grenier Email Thread	FRE 401-403
3	192.	SP-ESI000000317-319	2019.07.30	Dries Email Thread	FRE 401-403
4	193.	DRIES_000760-762	2019.08.01	Dries/Eskenazi Text Exchange	FRE 106
5	200.	SP-ESI000001637-1641	2019.08.08	Dries Email Thread	FRE 106, 403
6	202.	SP-ESI000001318-1323	2019.08.09	Dries Email Thread	FRE 802
7	205.	SP-ESI00000268-274	2019.08.19	Eskenazi email Thread	FRE 802
8	206.	SP-ESI000001637-1641	2019.08.19	Dries Email Thread	FRE 403 (dupe)
9	208.	SP-ESI000001637-1641	2019.08.20	Ruello Email Thread	FRE 106 (dupe?)
10	211.	SP-ESI000002358-2363	2019.08.20	Dries Email Thread	FRE 106 (dupe?)
11	213.	SP-ESI00000242-244	2019.08.22	Eskenazi Email Thread	FRE 401-403
12	214.	SP-ESI000000239-241	2019.08.22	Ohls Email Thread	FRE 106, 401-403
13	218.	SP002484-2493	Undated	Ruello "Summary"	FRE 401-403
14	221.	DRIES_CONFIDENTIAL_000235	Undated	SFDC Opportunities Record	FRE 401-403, Redact
15	222.	SP0000719-747	2019.09	Variable Compensation Exception Review	FRE 401-403

1 **2. Defendant's Exhibits**

2 EXH	3 DESCRIPTION	4 BATES NUMBER	5 # OF PAGES	6 OBJECTION
301	Text messages between Plaintiff and Ryan Voss (First production)	DRIES 285-313	29	FRE 401, 403, 608.
302	Text messages between Plaintiff and Ryan Voss (Second production)	DRIES 667-668, 686-717, 870-871	36	FRE 401, 403, 608.
303	Text messages between Plaintiff and Reed Harder	DRIES 818-843	26	FRE 401, 403, 608.
304	Text messages between Plaintiff, Frank Lobisser and Brian Cheek	DRIES 326-330	5	FRE 401, 403, 608.
310	Email from Bridget Murphy to Simone Neilson dated 9/9/2019 re Plaintiff's compensation	SP 398	1	FRE 801-803

14 **C. Authenticity and Admissibility Disputed**

15 **1. Plaintiff's Exhibits**

16 #	17 Label	18 Date	19 Description	20 Def. Objection
30.	DRIES_CONFIDENTIAL_00 0251	2019.03.07	Dries Calendar Screenshot	FRE 401-403, 901
32.	DRIES_CONFIDENTIAL_00 0216	2019.03.15	Dries Calendar Screenshot	FRE 401-403, 901
35.	DRIES_CONFIDENTIAL_00 0216	2019.03.15	Dries Calendar Screenshot	FRE 401-403, 802, 901
36.	MSFT_000000011	2019.03.22	Smith Calendar Note	FRE 401-403, 901
41.	DRIES_CONFIDENTIAL_00 0210	2019.03.28	Dries Calendar Screenshot	FRE 401-403, 802, 901
42.	DRIES_CONFIDENTIAL_00 0256	2019.03.29	Dries Calendar Screenshot	FRE 401-403, 802, 901

#	Label	Date	Description	Def. Objection
47.	SP000709	2019.04.05	Mara/Smith Text Exchange	FRE 401-403
49.	DRIES_000813	2019.04.08	Dries/Martin Text Exchange	FRE 106**, 401-403, 802, 901 (812 has a cutoff text)
53.	SP000710-712	2019.04.05	Mara/Smith Text Exchange	FRE 401-403, 802, 901
54.	SP000694	2019.04.05	Mara/Blankenship/Smith Text Exchange	FRE 401-403, 802, 901
55.	MSFT_000000181	2019.04.06	Smith Calendar Note	FRE 401-403, 901
57.	MSFT_00000114	2019.04.15	Smith Calendar Note	FRE 401-403, 901
58.	MSFT_000012197-12198	2019.04.16	Smith Email	FRE 401-403, 802, 901
59.	MSFT_00000324	2019.04.17	Smith Calendar Note	FRE 401-403, 901
60.	DRIES_CONFIDENTIAL_000236	2019.04.18	Dries Calendar Screenshot	FRE 401-403, 901
61.	MSFT_000000180	2019.04.18	Smith Calendar Note	FRE 401-403, 901
64.	MSFT_000000008	2019.04.23	Smith Calendar Note	FRE 401-403, 901
65.	DRIES_CONFIDENTIAL_000237	2019.04.24	Dries Calendar Screenshot	FRE 401-403, 901
66.	DRIES_000779	2019.04.24	Dries/Clayton Text Exchange	FRE 106, 401-403, 802, 901
67.	MSFT_000000320	2019.04.24	Calendar Note	FRE 401-403, 901
68.	DRIES_CONFIDENTIAL_000239	2019.04.26	Dries Calendar Screenshot	FRE 401-403, 901

#	Label	Date	Description	Def. Objection
70.	DRIES_CONFIDENTIAL_000240	2019.04.29	Dries Calendar Screenshot	FRE 401-403, 901
72.	DRIES_000780-781	2019.05.01	Dries/Clayton Text Exchange	FRE 106, 401-403, 802, 901
74.	MSFT_000000012-13	2019.05.20	Clayton Email	FRE 401-403, 802, 901
77.	MSFT_00000179	2019.05.04	Smith Calendar Note	FRE 401-403, 901
79.	MSFT_000005377-5385	2019.05.06	Clayton Email Thread (2)	FRE 401-403, 802, 901
80.	MSFT_000005369-5371	2019.05.06	Aldape Email Thread	FRE 106, 401-403, 802, 901
81.	MSFT_000005372-5375	2019.05.06	Dries Email Thread	FRE 106, 401-403, 802, 901
82.	DRIES_CONFIDENTIAL_000212	2019.05.08	Dries Calendar Screenshot	FRE 401-403, 901
83.	DRIES_000754-760	2019.05.08	Dries/Eskenazi Text Exchange	FRE 106, 401-403, 802, 901
84.	SP000695-699	2019.05.08	Mara/Blankenship/Smit h Text Exchange	FRE 106, 901
89.	MSFT_000004433-4454	2019.05.13	SSPAHelp Email Thread	FRE 401-403, 802, 901
91.	DRIES_CONFIDENTIAL_000213	2019.05.14	Dries Calendar Screenshot	FRE 401-403, 901
92.	SP000701-703	2019.05.14	Mara/Blankenship/Smit h Text Exchange	FRE 106, 401-403, 802, 901
95.	DRIES_CONFIDENTIAL_000214	2019.05.15	Dries Calendar Screenshot	FRE 401-403, 901

#	Label	Date	Description	Def. Objection
97.	DRIES_CONFIDENTIAL_00 0243, 245	2019.05.16	Dries/Clayton Slack Thread	FRE 401-403, 901 (obscured)
99.	MSFT_00000318	2019.05.16	Smith Calendar Note	FRE 401-403, 901
101.	DRIES_CONFIDENTIAL_00 0259	2019.05.20	Dries Calendar Screenshot	FRE 401-403, 901
103.	MSFT_00000012-13	2019.05.20	Clayton Email Thread	FRE 403 (same as Ex. 74), 802, 901
104.	MSFT_000004186-4192	2019.05.20	Dries Email Thread (2)	FRE 401-403, 802, 901
105.	DRIES_CONFIDENTIAL_00 0260	2019.05.21	Dries Calendar Screenshot	FRE 401-403, 901
106.	MSFT_000004157-4164	2019.05.21	Dries Email Thread	FRE 401-403, 802, 901
109.	MSFT_000004102-4110	2019.05.23	Aldape Email Thread	FRE 401-403, 106, 802, 901
111.	DRIES_CONFIDENTIAL_00 0217	2019.05.28	Dries Calendar Screenshot	FRE 401-403, 901
112.	MSFT_000004000-4015	2019.05.28	SSAPHelp Email Thread	FRE 401-403, 802, 901
113.	MSFT_000003316-3320	2019.05.29	Bai Email Thread	FRE 401-403, 802, 901
114.	MSFT_00000178	2019.05.29	Smith Calendar Note	FRE 401-403, 802, 901
115.	DRIES_CONFIDENTIAL_00 0215	2019.05.29	Dries Calendar Screenshot	FRE 401-403, 901
119.	MSFT_000003265-3266	2019.05.30	P. Martin Email Thread	FRE 401-403, 802, 901

#	Label	Date	Description	Def. Objection
120.	MSFT_000003267-3268	2019.05.30	Dries Email Thread	FRE 401-403, 802, 901
121.	MSFT_000003269-3280	2019.05.30	Dewhurst Email Thread	FRE 401-403, 802, 901
122.	MSFT_000003091-3095	2019.05.31	Schoen Email Thread	FRE 401-403, 802, 901
124.	DRIES_CONFIDENTIAL_000257	2019.05.31	Dries Calendar Screenshot	FRE 401-403, 901
130.	DRIES_CONFIDENTIAL_000247	2019.06.04	Dries Calendar Screenshot	FRE 401-403, 901
132.	SP000715-716	2019.06.04	Mara/Blankenship/Smith Text Exchange	FRE 106, 401-403, 802, 901
133.	MSFT_000002991-3003	2019.06.04	Dewhurst Email Thread	FRE 401-403, 802, 901
134.	MSFT_000003006-3017	2019.06.04	Aldape Email Thread	FRE 401-403, 802, 901
140.	DRIES_000794-795	2019.06.10	Dries/Clayton Text Exchange	FRE 106, FRE 401-403, 802, 901
145.	SP000717-718	2019.06.11	Mara /Smith Text Exchange	FRE 106, FRE 401-403, 802, 901
154.	MSFT_000002106-2113	2019.06.14	Dewhurst Email Thread	FRE 401-403, 802, 901
155.	MSFT_000002116-2144	2019.06.14	Dewhurst Email Thread (2)	FRE 401-403, 802, 901
157.	MSFT_000002097-2105	2019.06.17	Dewhurst Email Thread	FRE 802, 901

#	Label	Date	Description	Def. Objection
158.	MSFT_000001978-1995	2019.06.20	Satterthwaite Email Thread	FRE 401-403, 802, 901
161.	MSFT_000001233-1265	2019.06.25	Razak Email Thread	FRE 401-403, 802, 901
165.	MSFT_000000931-949	2019.06.27	Clayton Email Thread	FRE 802, 901
166.	DRIES_000666	2019.06.28	Dries/Clayton Text Exchange	FRE 106, 401-403, 802, 901
177.	MSFT_0000012149-12160	2019.07.22	Smith Email Thread	FRE 802, 901
180.	MSFT_000003868-3892	2019.07.23	Clayton Email Thread	FRE 802, 901
182.	MSFT_000000001-2	2019.07.23	DelBene Email	FRE 802, 901
183.	SP-ESI000000466	2019.07.24	Clayton Slack Message	FRE 802, 901
196.	MSFT_0000012108-12114	2019.08.06	Smith Email Thread	FRE 802, 901
197.	DRIES_000762-766	2019.08.07	Dries/Eskenazi Text Exchange	FRE 106, 401-403, 802, 901
199.	SP000704-706	2019.08.07	Mara/Blankenship/Smith Text Exchange	FRE 106, 401-403, 802, 901
201.	DRIES_000816	2019.08.08	Dries/P. Martin Text Messages	FRE 106, 401-403, 802, 901
203.	MSFT_0000012001-12008	2019.08.09	Smith Email Thread	FRE 802, 901
204.	DRIES_000743-749	2019.08.16	Dries/Martin Text Messages	FRE 401-403, 802, 901

#	Label	Date	Description	Def. Objection
212.	DRIES_000685	2019.08.22	Dries/Martin Text Messages	FRE 106, FRE 401-403, 802, 901
215.	SP-ESI00000253-259	2019.08.23	Sandhu Email Thread	FRE 401-403, 802
219.	DRIES_CONFIDENTIAL_000080	Undated	Microsoft GSAE payout_Q2 (8-22)	FRE 901
220.	DRIES_CONFIDENTIAL_000218-222	Undated	SFDC Records	FRE 401-403, 901
223	SP0000648 CONFIDENTIAL	Various	Sprinklr Slack Messages	FRE 401-403, 802, 901
224	SP000749-826	Various	Salesforce Records for MSFT Upsell Opportunity	FRE 401-403, 802, 901
225	SP000827-2486	Various	Salesforce Records for MSFT Strategic Opp Main Opportunity	FRE 401-403, 802, 901

2. Defendant's Exhibits

EXH	DESCRIPTION	BATES NUMBER	# OF PAGES	ELECTRONIC PRESENTATION	OBJECTION
308	Spreadsheet showing Plaintiff's commission payments along with recoverable draw	SP 99	1		FRE 401-403
309	Spreadsheet showing Plaintiff's commission payments 2019	SP 218-219	2		FRE 401-403

1 **IX. ACTION BY THE COURT**

2 1. This case is scheduled for trial on March 22, 2021, at 9:00 a.m.

3 2. Trial briefs shall be submitted to the Court on or before March 1, 2021.

4 3. Jury Instructions requested by either party shall be submitted to the Court on or
5 before March 1, 2021. Suggested questions of either party to be asked of the jury by the Court on
6 voir dire shall be submitted to the Court on or before March 1, 2021.

7 4. This Order has been approved by the parties as evidenced by the signatures of their
8 counsel. This Order shall control the subsequent course of the action unless modified by a
9 subsequent order. This Order shall not be amended except by order of the Court pursuant to
10 agreement of the parties or to prevent manifest injustice.

11
12 DATED this 3rd day of March, 2021.

13
14 

15 MICHELLE L. PETERSON
16 United States Magistrate Judge

17 Respectfully submitted this 1st day of February, 2021.

18 CORR | DOWNS

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Counsel for Defendant